

**From:** Joseph Gerardi  
**Sent:** Tuesday, August 04, 2015 8:56 PM  
**To:** Todd Howe (thowe@woh-solutions.com)  
**Cc:** Steve Aiello  
**Subject:** P Note  
**Attachments:** 20150804205722191.pdf

Hello Todd,

I have attached a Promissory Note for your signature. If you would sign, fill in your social security number and return 2 originals, any adjustments in the Note based on funding dates etc., can be taken care of later this week/early next week as needed.

Joe G.

Joseph B. Gerardi  
Executive Vice President and Legal Counsel  
COR Development Company, LLC  
540 Towne Drive  
Fayetteville, NY 13066  
(315) 663-2100  
(315) 663-2109 (Fax)  
jgerardi@corcompanies.com

**PROMISSORY NOTE**

FOR VALUE RECEIVED, **Todd R. Howe** ("Borrower"), an individual with an address at 4107 Fordham Road NW, Washington, DC 20016 telephone (202) 288-6425, hereby promises to pay to the order of COR Development Company, LLC ("Lender"), a New York State limited liability company with an address at 540 Towne Drive, Fayetteville, New York, 13066, the sum of Eighty Five Thousand Dollars (\$85,000.00) (the "Principal"), plus interest at the rate of one (1%) percent per annum, calculated based upon the actual number of days the Principal is outstanding. Interest shall be calculated by dividing the actual number of days remaining in the year commencing on August 10, 2015 and shall accrue on the 10<sup>th</sup> day of every month thereafter through and until December 31, 2015 (the "Maturity Date"). On the Maturity Date, the Principal and any unpaid interest shall be due and payable in full. Any payments not made under this Note within fifteen (15) days of the due date shall be subject to a three (3%) percent late fee.

1. Acceleration Upon Default. At the option of Lender, this Note shall become immediately due and payable upon the occurrence of any of the following events of default:

(a) The failure of Borrower to make payment of any installment of the principal or interest due under this Note within thirty (30) days after Borrower's receipt of written notice from Lender that any such installment is past due;

(b) The insolvency of Borrower, or the appointment of a receiver of its assets, or the institution of any voluntary or involuntary proceeding under any bankruptcy or insolvency law relating to the relief of debtors or the readjustment or relief of any indebtedness of Borrower, whether as a reorganization, composition, extension or otherwise, which voluntary or involuntary proceeding is not terminated, dismissed or concluded in a manner not adverse to Borrower within one hundred eighty (180) days after the commencement of such proceeding;

(c) The filing by Borrower of any application or an assignment for the benefit of creditors or for taking advantage of any insolvency law; or

(d) In the event Borrower fails to observe or perform any obligation, covenant, term or provision required to be observed or performed by Borrower when and in the manner required, pursuant to this Note and the default shall continue uncured for a period of thirty (30) days following Borrower's receipt of notice from Lender as to the nature and existence of such default.

2. Prepayment. This Note may be prepaid at any time without premium or penalty, provided interest to the date of payment is also tendered, along with the one-time additional interest payment referenced above.

3. Waiver. No delay or omission on the part of Lender in exercising any right hereunder shall operate as a waiver of such right or any other right under this Note. A waiver on any one occasion shall not be construed as a waiver of any right or remedy on any future occasion.

4. Waiver of Protest. The Borrower hereby expressly waives presentment, protest, demand, notice of dishonor or default and notice of any kind except as hereinabove required with respect to this Note or the performance of the obligations under this Note. No renewal or extension of this Note, no delay in the enforcement of payment of this Note, and no delay or omission in exercising any right or power under this Note shall excuse or diminish the liability of the Borrower.

5. Jurisdiction. This Note shall be deemed to have been made under and shall be governed by the laws of the State of New York in all respects, including matters of construction, validity and performance and none of its terms or provisions may be waived, altered, modified or amended except as Lender may consent thereto in writing duly signed for and on his behalf.

6. Costs of Collection. The Lender shall be entitled to recover all costs of collection, legal expenses, and attorneys' fees incurred or paid by Lender in enforcing this Note on default.

7. Assignability.

**THIS NOTE IS NON-TRANSFERABLE AND NON-ASSIGNABLE.**

8. Notices. All notices, consents, approvals, demands, etc., (collectively "Notices") which may or are to be required or permitted to be given by either party to the other hereunder shall be in writing and sent by United States First Class Mail, postage prepaid, certified/return receipt, or by Federal Express, or other recognized overnight carrier, to the address noted in the first paragraph of this note. Any such Notices shall be deemed given on the date indicated on the receipt or refusal of receipt of the carrier that delivery has been made or refused at the address provided herein.

**TODD R. HOWE**

By:

\_\_\_\_\_  
Todd R. Howe  
Social Security Number: \_\_\_\_\_  
August \_\_, 2015

[REDACTED]

---

From: Howe, Todd <thowe@woh-solutions.com>  
Sent: Wednesday, August 05, 2015 5:20 AM  
To: Joseph Gerardi  
Cc: Steve Aiello  
Subject: Re: P Note

Thanks Joe will do. Have a great vacation. Best week Todd

Sent from my iPhone

On Aug 4, 2015, at 8:57 PM, Joseph Gerardi <jgerardi@corcompanies.com> wrote:

Hello Todd,

I have attached a Promissory Note for your signature. If you would sign, fill in your social security number and return 2 originals, any adjustments in the Note based on funding dates etc., can be taken care of later this week/early next week as needed.

Joe G.

Joseph B. Gerardi  
Executive Vice President and Legal Counsel  
COR Development Company, LLC  
540 Towne Drive  
Fayetteville, NY 13066  
(315) 663-2100  
(315) 663-2109 (Fax)  
[jgerardi@corcompanies.com](mailto:jgerardi@corcompanies.com)

<20150804205722191.pdf>

**From:** Howe, Todd <[thowe@woh-solutions.com](mailto:thowe@woh-solutions.com)>  
**Sent:** Wednesday, August 05, 2015 6:27 AM  
**To:** Steve Aiello; Joseph Gerardi  
**Cc:** Howe, Todd  
**Subject:** Fwd: FW: signed PN  
**Attachments:** doc02165720150805062022.pdf; ATT00001.htm

Steve / Joe - attached please find the signed promissory note. Thank you both for your help. Todd

Sent from my iPhone

Begin forwarded message:

**From:** PBX Operators <[pbx@desmondhotels.com](mailto:pbx@desmondhotels.com)>  
**Date:** August 5, 2015 at 6:22:59 AM EDT  
**To:** "[thowe@woh.com](mailto:thowe@woh.com)" <[thowe@woh.com](mailto:thowe@woh.com)>  
**Subject:** FW:

PBX Operators ~ PBX Operators

Direct ~ Main ~ Fax

The information transmitted is intended only for the person or entity to which it is addressed and may contain confidential or privileged material. Any review, retransmission, dissemination or other use of, or taking of any action in reliance upon, this information by persons or entities other than the intended recipient is prohibited. If you received this in error, please notify the sender and delete the material from your computer.

-----Original Message-----

**From:** Timothy Sampone  
**Sent:** Wednesday, August 05, 2015 6:22 AM  
**To:** PBX Operators  
**Subject:** FW:

-----Original Message-----

**From:** [copier@desmondhotels.com](mailto:copier@desmondhotels.com) [<mailto:copier@desmondhotels.com>]  
**Sent:** Wednesday, August 05, 2015 7:20 AM  
**To:** Timothy Sampone  
**Subject:**



PROMISSORY NOTE

FOR VALUE RECEIVED, Todd R. Howe ("Borrower"), an individual with an address at [REDACTED] telephone [REDACTED], hereby promises to pay to the order of COR Development Company, LLC ("Lender"), a New York State limited liability company with an address at 540 Towne Drive, Fayetteville, New York, 13066, the sum of Eighty Five Thousand Dollars (\$85,000.00) (the "Principal"), plus interest at the rate of one (1%) percent per annum, calculated based upon the actual number of days the Principal is outstanding. Interest shall be calculated by dividing the actual number of days remaining in the year commencing on August 10, 2015 and shall accrue on the 10<sup>th</sup> day of every month thereafter through and until December 31, 2015 (the "Maturity Date"). On the Maturity Date, the Principal and any unpaid interest shall be due and payable in full. Any payments not made under this Note within fifteen (15) days of the due date shall be subject to a three (3%) percent late fee.

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(b) The insolvency of Borrower, or the appointment of a receiver of its assets, or the institution of any voluntary or involuntary proceeding under any bankruptcy or insolvency law relating to the relief of debtors or the readjustment or relief of any indebtedness of Borrower, whether as a reorganization, composition, extension or otherwise, which voluntary or involuntary proceeding is not terminated, dismissed or concluded in a manner not adverse to Borrower within one hundred eighty (180) days after the commencement of such proceeding;

(c) The filing by Borrower of any application or an assignment for the benefit of creditors or for taking advantage of any insolvency law; or

(d) In the event Borrower fails to observe or perform any obligation, covenant, term or provision required to be observed or performed by Borrower when and in the manner required, pursuant to this Note and the default shall continue unremedied for a period of thirty (30) days following Borrower's receipt of notice from Lender as to the nature and existence of such default.

2. Prepayment. This Note may be prepaid at any time without premium or penalty, provided interest to the date of payment is also tendered, along with the one-time additional interest payment referenced above.

3. Waiver. No delay or omission on the part of Lender in exercising any right hereunder shall operate as a waiver of such right or any other right under this Note. A waiver on any one occasion shall not be construed as a waiver of any right or remedy on any future occasion.

4. Waiver of Protest. The Borrower hereby expressly waives presentment, protest, demand, notice of dishonor or default and notice of any kind except as hereinabove required with respect to this Note or the performance of the obligations under this Note. No renewal or extension of this Note, no delay in the enforcement of payment of this Note, and no delay or omission in exercising any right or power under this Note shall excuse or diminish the liability of the Borrower.

5. Jurisdiction. This Note shall be deemed to have been made under and shall be governed by the laws of the State of New York in all respects, including matters of construction, validity and performance and none of its terms or provisions may be waived, altered, modified or amended except as Lender may consent thereto in writing duly signed for and on his behalf.

6. Costs of Collection. The Lender shall be entitled to recover all costs of collection, legal expenses, and attorneys' fees incurred or paid by Lender in enforcing this Note on default.

7. Assignability.

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TODD R. HOWE

By:

Todd R. Howe

Social Security Number: [REDACTED]

August 5<sup>th</sup>, 2015

**Barbara Sessler**

---

**From:** Joseph Gerard  
**Sent:** Wednesday, August 05, 2015 7:04 AM  
**To:** Howe, Todd  
**Cc:** Steve Aiello  
**Subject:** Re: signed PN

Thanks Todd, please mail back the original copy for our records.

Sent from my iPhone

On Aug 5, 2015, at 6:27 AM, Howe, Todd <[thowe@woh-solutions.com](mailto:thowe@woh-solutions.com)> wrote:

Steve / Joe - attached please find the signed promissory note. Thank you both for your help.  
Todd

Sent from my iPhone

Begin forwarded message:

**From:** PBX Operators <[pbx@desmondhotels.com](mailto:pbx@desmondhotels.com)>  
**Date:** August 5, 2015 at 6:22:59 AM EDT  
**To:** "[thowe@woh.com](mailto:thowe@woh.com)" <[thowe@woh.com](mailto:thowe@woh.com)>  
**Subject:** FW:

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The information transmitted is intended only for the person or entity to which it is addressed and may contain confidential or privileged material. Any review, retransmission, dissemination or other use of, or taking of any action in reliance upon, this information by persons or entities other than the intended recipient is prohibited. If you received this in error, please notify the sender and delete the material from your computer.

-----Original Message-----

**From:** Timothy Sampone  
**Sent:** Wednesday, August 05, 2015 6:22 AM  
**To:** PBX Operators  
**Subject:** FW:

-----Original Message-----



[REDACTED]

---

From: Howe, Todd <[thowe@woh-solutions.com](mailto:thowe@woh-solutions.com)>  
Sent: Wednesday, August 05, 2015 7:06 AM  
To: Joseph Gerardi  
Cc: Steve Aiello  
Subject: Re: signed PN

Yes sir will do. Thanks Joe.

Sent from my iPhone

On Aug 5, 2015, at 7:04 AM, Joseph Gerardi <[jgerardi@corcompanies.com](mailto:jgerardi@corcompanies.com)> wrote:

Thanks Todd, please mail back the original copy for our records.

Sent from my iPhone

On Aug 5, 2015, at 6:27 AM, Howe, Todd <[thowe@woh-solutions.com](mailto:thowe@woh-solutions.com)> wrote:

Steve / Joe - attached please find the signed promissory note. Thank you both for your help. Todd

Sent from my iPhone

Begin forwarded message:

From: PBX Operators <[pbx@desmondhotels.com](mailto:pbx@desmondhotels.com)>  
Date: August 5, 2015 at 6:22:59 AM EDT  
To: "[thowe@woh.com](mailto:thowe@woh.com)" <[thowe@woh.com](mailto:thowe@woh.com)>  
Subject: FW:

PBX Operators ~ PBX Operators

''  
Direct ~ Main ~ Fax

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-----Original Message-----  
From: Timothy Sampone

**From:** Todd Howe <thowe@woh-solutions.com>  
**Sent:** Monday, August 10, 2015 2:53 PM  
**To:** Steve Aiello  
**Cc:** Joseph Gerardi  
**Subject:** Info Below.

Steve – Thanks to both you and Joe for the help! If you could wire the (\$85,000) funds to the following account it would be great. Thanks again, Todd

Capital One Bank  
Columbia Square Branch  
1200 F Street, NW  
Washington, DC 20004

Checking Account Todd R. Howe  
Routing Number # 065000090  
Checking Account # 1353176710

Thanks so much...TH

Joseph Gerardi

---

From: James Doupe  
Sent: Tuesday, August 11, 2015 3:48 PM  
To: Howe, Todd  
Subject: RE: Wire Transfer

Todd –  
They say they need your home address for the wire. Can you email that to me?  
Thanks,  
Jim

From: Howe, Todd [mailto:thowe@woh-solutions.com]  
Sent: Tuesday, August 11, 2015 11:38 AM  
To: James Doupe <jdoupe@corcompanies.com>  
Subject: Re: Wire Transfer

Thank you.

Sent from my iPhone

On Aug 11, 2015, at 11:36 AM, James Doupe <jdoupe@corcompanies.com> wrote:

Will do

From: Howe, Todd [mailto:thowe@woh-solutions.com]  
Sent: Tuesday, August 11, 2015 11:22 AM  
To: James Doupe <jdoupe@corcompanies.com>  
Subject: Re: Wire Transfer

Jim - let's go with the one you used fir the last wire back in July. Sound good?

Sent from my iPhone

On Aug 11, 2015, at 10:59 AM, James Doupe <jdoupe@corcompanies.com> wrote:

Meaning the one you just gave Steve or the one I used last time?

From: Howe, Todd [mailto:thowe@woh-solutions.com]  
Sent: Tuesday, August 11, 2015 9:44 AM  
To: James Doupe <jdoupe@corcompanies.com>  
Subject: Re: Wlre Transfer

Jim - Just did pls use the routing number you have. Thank you very much.

Sent from my iPhone

On Aug 11, 2015, at 9:32 AM, James Doupe <jdoupe@corcompanies.com> wrote:

Todd –

The account number is the same, but the routing number is different than when I did the last wire. Can you please confirm that number?  
Jim

**Joseph Gerardi**

---

**From:** Howe, Todd <[thowe@woh-solutions.com](mailto:thowe@woh-solutions.com)>  
**Sent:** Friday, August 21, 2015 8:13 PM  
**To:** Joseph Gerardi  
**Subject:** Re: Info Below.

Thanks.

Sent from my iPhone

On Aug 21, 2015, at 8:10 PM, Joseph Gerardi <[jgerardi@corcompanies.com](mailto:jgerardi@corcompanies.com)> wrote:

No problem, thank you.

Joseph B. Gerardi  
(315) 663-2100  
[jgerardi@corcompanies.com](mailto:jgerardi@corcompanies.com)

**From:** Howe, Todd [<mailto:thowe@woh-solutions.com>]  
**Sent:** Friday, August 21, 2015 6:38 PM  
**To:** Joseph Gerardi  
**Subject:** Re: Info Below.

Joe sorry. My fault. I will mail original. I emailed to Steve and then didn't mail. My apologies.

Sent from my iPhone

On Aug 21, 2015, at 4:43 PM, Joseph Gerardi <[jgerardi@corcompanies.com](mailto:jgerardi@corcompanies.com)> wrote:

Todd,

I have not yet received the original promissory note, please let me know the status when you can.

Joe G.

Joseph B. Gerardi  
(315) 663-2100  
[jgerardi@corcompanies.com](mailto:jgerardi@corcompanies.com)

**From:** Todd Howe [<mailto:thowe@woh-solutions.com>]  
**Sent:** Monday, August 10, 2015 2:53 PM  
**To:** Steve Alello  
**Cc:** Joseph Gerardi  
**Subject:** Info Below.

Steve -- Thanks to both you and Joe for the help! If you could wire the (\$85,000) funds to the following account it would be great. Thanks again, Todd



Capital One Bank  
Columbia Square Branch  
1200 F Street, NW  
Washington, DC 20004

Checking Account Todd R. Howe  
Routing Number # 065000090  
Checking Account # 1353176710

Thanks so much...TH

**Joseph Gerardi**

---

**From:** Todd Howe <thowe@woh-solutions.com>  
**Sent:** Monday, January 25, 2016 2:41 PM  
**To:** Erin Hyatt  
**Subject:** RE: Promissory Note

Erin – thank you. Best address is :

Todd Howe  
1300 Pennsylvania Ave, NW  
Suite 700 / North Tower  
Washington DC 20004

Thanks Erin

---

**From:** Erin Hyatt [mailto:ehyatt@corcompanies.com]  
**Sent:** Monday, January 25, 2016 11:50 AM  
**To:** thowe@woh-solutions.com  
**Subject:** Promissory Note  
**Importance:** High

Hi Todd,

I need to overnight you a Promissory Note that needs to be signed and returned to me at your earliest convenience. Can you please let me know which address is best to get you the documents?

Thanks,

Erin G. Hyatt  
Legal Assistant  
COR Development Company, LLC  
540 Towne Drive  
Fayetteville, New York 13066  
Phone: 315.663.2100  
Fax: 315.663.2109  
[ehyatt@corcompanies.com](mailto:ehyatt@corcompanies.com)

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No virus found in this message.

Checked by AVG - [www.avg.com](http://www.avg.com)

Version: 2016.0.7357 / Virus Database: 4522/11484 - Release Date: 01/25/16

JOE-

9/3

Thanks for all the help -

Sorry for the  
delay -

Today

11a

PROMISSORY NOTE

FOR VALUE RECEIVED, Todd R. Howe ("Borrower"), an individual with an address at [REDACTED] telephone [REDACTED], hereby promises to pay to the order of COR Development Company, LLC ("Lender"), a New York State limited liability company with an address at 540 Towne Drive, Fayetteville, New York, 13066, the sum of Eighty Five Thousand Dollars (\$85,000.00) (the "Principal"), plus interest at the rate of one (1%) percent per annum, calculated based upon the actual number of days the Principal is outstanding. Interest shall be calculated by dividing the actual number of days remaining in the year commencing on August 10, 2015 and shall accrue on the 10<sup>th</sup> day of every month thereafter through and until December 31, 2015 (the "Maturity Date"). On the Maturity Date, the Principal and any unpaid interest shall be due and payable in full. Any payments not made under this Note within fifteen (15) days of the due date shall be subject to a three (3%) percent late fee.

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(c) The filing by Borrower of any application or an assignment for the benefit of creditors or for taking advantage of any insolvency law; or

(d) In the event Borrower fails to observe or perform any obligation, covenant, term or provision required to be observed or performed by Borrower when and in the manner required, pursuant to this Note and the default shall continue uncured for a period of thirty (30) days following Borrower's receipt of notice from Lender as to the nature and existence of such default.

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3. Waiver. No delay or omission on the part of Lender in exercising any right hereunder shall operate as a waiver of such right or any other right under this Note. A waiver on any one occasion shall not be construed as a waiver of any right or remedy on any future occasion.

4. Waiver of Protest. The Borrower hereby expressly waives presentment, protest, demand, notice of dishonor or default and notice of any kind except as hereinabove required with respect to this Note or the performance of the obligations under this Note. No renewal or extension of this Note, no delay in the enforcement of payment of this Note, and no delay or omission in exercising any right or power under this Note shall excuse or diminish the liability of the Borrower.

5. Jurisdiction. This Note shall be deemed to have been made under and shall be governed by the laws of the State of New York in all respects, including matters of construction, validity and performance and none of its terms or provisions may be waived, altered, modified or amended except as Lender may consent thereto in writing duly signed for and on his behalf.

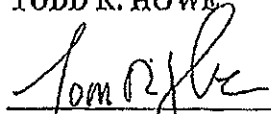
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TODD R. HOWE

By:



Todd R. Howe

Social Security Number: [REDACTED]

August 17, 2015





540 Towne Drive, Fayetteville, NY 13066  
315•663•2100 Fax: 315•663•2109  
www.corcompanies.com

VIA FEDERAL EXPRESS (202) 288-6425

January 25, 2016

Todd Howe  
1300 Pennsylvania Ave, NW  
Suite 700 / North Tower  
Washington DC 20004

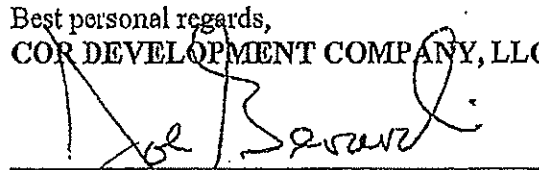
Re: Promissory Note

Dear Todd:

Enclosed are two (2) original Promissory Notes that have been signed on behalf of Steven. Please sign, witness and return one (1) fully executed original to me at your earliest convenience.

Thank you for your assistance.

Best personal regards,  
COR DEVELOPMENT COMPANY, LLC

  
\_\_\_\_\_  
Joseph B. Gerardi  
Executive Vice President and Legal Counsel

JG/cs

enclosure

Joe -  
Thank you!  
Tom

## PROMISSORY NOTE AMENDMENT

This Promissory Note Amendment is entered into as of January 1, 2016, by and between COR Development Company, LLC ("Lender"), a New York State limited liability company with an address at 540 Towne Drive, Fayetteville, New York 13066 and Todd R. Howe ("Borrower"), an individual with an address at [REDACTED] telephone [REDACTED]

WHEREAS, Lender and Borrower entered into a Promissory Note dated August 14, 2015 that is incorporated herein by reference thereto, which matured on December 31, 2015 (the "Maturity Date"), and

WHEREAS, the Lender and Borrower desire to extend the Maturity Date under the Promissory Note, as more particularity set forth herein.

NOW THEREFORE, effective January 1, 2016 the Promissory Note is amended as follows:

1. The Maturity Date of the Promissory Note shall be extended to June 30, 2016.
2. Lender and Borrower hereby reaffirm that the Promissory Note, as amended herein, is a valid existing agreement between the parties.
3. All of the terms and conditions of the Promissory Note are hereby ratified and confirmed and shall continue in full force and effect.

IN WITNESS WHEREOF, the Lender and Borrower have caused this Amendment to be duly executed as of the dates noted below.

COR DEVELOPMENT COMPANY, LLC

By: [Signature]  
Steven F. Aiello, President

January 25<sup>th</sup>, 2016

[Signature]  
Witness

TODD HOWE

By: [Signature]  
Todd Howe

January 26, 2016

[Signature]  
Witness

TAMMI P. PANNELL  
NOTARY PUBLIC DISTRICT OF COLUMBIA  
My Commission Expires April 30, 2020

